

EV2064 Kemper Arena Redevelopment Request for Proposals

I. Instructions and Conditions

1. PURPOSE

City of Kansas City, Missouri (City) is seeking proposals for the redevelopment of the Kemper Arena facility and/or site located on approximately 10 acres of City-owned property to the south and east of American Royal Drive immediately south of its intersection with Genessee Street and West 17th Street in the West Bottoms area of Kansas City, Missouri.



2. DUE DATE FOR PROPOSALS

Proposers shall submit Proposals to the City using its RFP 365 on-line portal by no later than 11:59 PM (CT) on August 21, 2015.

3. CITY CONTACT PERSONS

(a) General Questions and Proposal Submissions

Proposers shall submit their Proposal and any general questions or issues about any aspect of this RFP to the following City Contact person:

Jeffrey Williams, AICP
Planning Director
City Planning and Development
City Hall, 15th Floor
Office: 816-513-8803
E-mail: jeffrey.williams@kcmo.org

(b) Background and Site-Specific Questions

Proposers shall submit any questions regarding additional background information or site specific issues via email by no later than June 26, 2015. Responses to all questions will be posted to the City's website by July 10, 2015.

4. DEFINITIONS

- This Request for Proposals ("RFP" or "solicitation") is an invitation by the City for Proposers to submit an offer, which may be subject to subsequent discussions and negotiations by the City and the Proposer. It is not a request for a competitive bid.
- "Proposal" means any document, submittal, interview, presentation, discussion, negotiation, and everything and anything provided in response to this RFP regardless whether the submission is an oral or written submission.
- By submitting a proposal to the City, Proposer agrees that the Proposer does not obtain any right in or expectation to a contract with the City or a vested interest or a property right in a contract with the City regardless of the amount of time, effort and expense expended by Proposer in attempting to obtain a written executed contract with the City that complies with Section 432.070, RSMo, the City Charter and City ordinances.

5. ESTIMATED SCHEDULE

- RFP Issued: May 20, 2015
- Site Inspection: Kemper Arena, 1800 Genessee Street, Kansas City, MO 64102 June 17, 2015 at 9:00 AM
- Deadline for questions: June 26, 2015
- Due Date for Proposals: August 21, 2015 - 11:59 PM (CT)
- Notification of Shortlisted Firms / Projects: September, 2015
- Interviews of Shortlisted Firms: September, 2015
- Public Presentations of Shortlisted Firms / Projects: October, 2015
- Selection/Negotiation Begins: November, 2015
- Expected Project Commencement: The City cannot legally convey the site to the selected developer earlier than April 15, 2016 as a result of outstanding bond payments stemming from the financing of a prior expansion of Kemper Arena in 1996. These bonds are anticipated to be repaid shortly after April 15, 2016. Following this repayment, the site would be available for ownership transfer. It is the City's objective to divest itself of ownership and maintenance responsibility for this property at the soonest practical date, contingent upon identification of a suitable development entity and redevelopment proposal.

The listed dates in the "Estimated Schedule" are tentative. The City reserves the right to change or extend any and all dates including the due date for proposals for any reason at any time including after the due date for proposals.

6. RFP DOCUMENTS

This RFP consists of the following sections:

- Section I - Instructions and Conditions
- Section II - Project Background
- Section III - Business / Firm Profile and Legal Structure
- Section IV - Experience
- Section V - Management
- Section VI - Development Approach
- Section VII - References
- Section VIII - Sustainability
- Section IX - Development Finance Information
- Section X - Incentives and Other Costs
- Section XI - Environmental Information

7. EXAMINATION OF ALL RFP DOCUMENTS AND REQUIREMENTS

- Each Proposer shall carefully examine all RFP documents and thoroughly familiarize themselves with all RFP requirements prior to submitting a proposal to ensure that Proposer's Proposal meets the intent of this RFP.
- Before submitting a Proposal to the City, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain any and all conditions and requirements that affect the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Proposer from Proposer's obligation to comply, in every detail, with all provisions and requirements of the RFP.
- By submitting a Proposal to the City, Proposer certifies that Proposer has provided the City with written notice of all ambiguities, conflicts, mistakes, errors or discrepancies that Proposer has discovered in the RFP, the Proposed Contract, Scope of Services and any other document. By executing a Contract with the City, Proposer certifies that Proposer communicated to City all ambiguities, conflicts, errors or discrepancies that it has discovered in the RFP, the Proposed Contract, Scope of Services and any other document and that written resolution thereof by the City as embodied in the final Contract is acceptable to Proposer.

8. QUESTIONS AND CLARIFICATIONS ABOUT THIS RFP

- Question Deadline
 - Proposers may submit written questions, request clarifications or provide notice to the appropriate City Contact person listed in Section 3 of any ambiguities, conflicts, mistakes, errors or discrepancies that Proposer has discovered in the RFP, the Proposed Contract, Scope of Services and any other solicitation document at any time until one (1) week prior to the due date for proposals.
 - The City will answer all inquiries by any Proposer in writing. If any inquiry results in a change in the RFP, the City will issue an Addendum and the Addendum will be on the City's website. It is the responsibility of Proposers to check and City's website for addenda. <http://kemo.gov/planning/kemper-arena-rfp/>
- Questions - Post Deadline
 - If a Proposer discovers any ambiguities, conflicts, mistakes, errors or discrepancies **after the deadline for questions and clarifications or after the proposal due date**, Proposer shall immediately submit the ambiguity, conflict, mistake, error or discrepancy to the appropriate City Contact person listed in Section 3. The City, in its sole discretion, shall determine the appropriate response to any issue raised by any Proposer.

9. SUBMISSION OF PROPOSALS

All proposal documents must be submitted in the exact order as listed in the City RFP.

- The City uses RFP365 for the electronic distribution and submission of this RFP's responses.

- Respondents will prepare their answers and upload completed forms in this electronic platform. Respondents can prepare responses to RFP questions that include:
 - Formatted text, using the formatting options in the text editor
 - Uploaded files, including completed forms and supporting documentation. Use the *paperclip* icon in the text editor to upload a file.
 - Embedded images. Thumbnails of images can be uploaded into the text, resized, and placed using the controls through *picture frame* icon in the text editor.
 - Links to external website which are publicly available.
- Respondents using the RFP365 platform can add internal team members to help in the preparation of their responses. By clicking on the Users page through the drop-down under your name in the upper right-hand corner, you can invite team members to collaborate on responses.
- Users of this platform must have an internet connection and can use browsers including: Google Chrome, Mozilla Firefox, Apple Safari, and Microsoft Internet Explorer 9 or newer. Users on old versions of browsers which are not supported by this application will be warned at the login screen that they are using an unsupported browser. Google Chrome and Mozilla Firefox are free browsers and can be installed on the user's computer at no charge.
- Users of RFP365 can send and receive messages to the RFP owner by using the messaging feature in the top-right corner of this RFP screen. Messages will be responded to accordingly and an email of any message will be copied to the respondent point of contact.
- Each response can be assigned to users of the respondent's team. They can set internal due dates and manage the progress inside of the RFP365 platform.
- Only complete and approved responses can be submitted.
- Submission after the due date at midnight (Central time) is not allowed.
- Technical support for this application is available at support@rfp365.com.

10. CONTENT OF PROPOSAL

In the subsequent sections of this proposal, proposers will be required to prepare answers to various questions. Responses to the RFP should include the materials necessary to provide a detailed explanation of the quality of the proposed development, effect of the proposed development on goals of the City; financial capability of the proposed development team; experience and representative projects of the potential development team; and total costs of the proposed development. These sections include:

Business/Firm Profile and Legal Structure

- Experience
- Management
- Development Approach
- References
- Sustainability
- Development Finance
- Incentives and Other Costs
- Environmental Information

11. SELECTION PROCESS

The City will conduct a selection process evaluating both the developer's qualifications and project proposal. Upon receipt of the proposals, City staff will review each proposal to determine consistency with the submission criteria. Upon completion, the City shall present each compliant proposal to the Selection Committee along with a recommendation as to its further consideration. This process is designed to assist in the selection of the most qualified developer(s) with the capacity to plan, finance and implement the preferred project(s), and then to move forward with interviews, and developer selection.

The Selection Committee will be comprised of city representatives and elected officials. Selected proposers/project(s) will be provided an opportunity to enter into a development agreement for the redevelopment of the site and/or facility. Any such agreement would include specific performance benchmarks.

The Selection Committee will review both project proposals and team qualifications to develop a list of top candidates. The Committee may determine that interviews are necessary to assist in the identification of top candidates. During interviews, developers will present their development proposal in keeping with the goals and criteria described in this solicitation. The Selection Committee will then evaluate the proposal(s) and make a recommendation for approval, if appropriate.

Upon selection, the City will enter into negotiations for the proposed development project(s) with the selected developer(s). This solicitation is being made to all interested and qualified proposers. Notices have been submitted through both local and national media and other known trade mediums and webpages.

Any evaluation criteria or weighting of criteria is used by the City only as a tool to assist the City in selecting the best proposal for the City. Evaluation scores or ranks do not create any right in or expectation to a contract with the City regardless of any score or ranking given to any Proposer by the City. In other words, even if the City gives a Proposer the highest rank and highest score, the Proposer still has no expectation of a contract with the City and the City may choose to contract with any other Proposer regardless of the score or rank of the other Proposer.

The City may change criteria and criteria weights at any time including after the due date for proposals.

12. EVALUATION CRITERIA

Project Evaluation Criteria

All submitted proposals will be evaluated based upon the proposed project's fulfillment of the City's goals for the redevelopment of the site indicated below:

1. The proposal supports the City's overall planning recommendations for the area;
2. The proposal provides added business and economic activity to the area;

3. The proposal supports existing business and community activities in the area;
4. The proposal does not serve as duplicative or competitive with the multi-purpose event space offerings at the City's Sprint Arena;
5. The amount of developer equity contributed and non-City funding sources leveraged;
6. The extent the proposal eliminates the City's future obligation to maintain and/or operate the existing facility / site or minimize redevelopment costs;
7. How effectively the proposal supports and encourages broader redevelopment efforts throughout the West Bottoms and the Stockyards District;
8. How the proposal conforms to or may assist the City in meeting existing lease obligations relative to the American Royal's use of the existing facility; and
9. How the proposal relates to the existing facilities and/or land uses in close proximity to the site.

Project Developer Evaluation Criteria

All development teams submitting proposals will be evaluated based upon the criteria indicated below:

1. The team's financial capability and administrative capacity to undertake the project;
2. Overall quality of the development team as shown by their previous experience, as well as that of their principals and participants;
3. The team's expertise in catalytic redevelopment and executing high quality projects of similar scope and scale;
4. The team's caliber of proposed design professionals;
5. The team's experience in successfully structuring and implementing innovative public/private partnerships;
6. The team's proof of project financing (financing commitment letter or letter of interest);
7. Participation of minority- and women-owned businesses in previous and current projects; and
8. The team's ability to utilize firms and suppliers local to Kansas City, Missouri.

13. INTERVIEWS

The City, in its sole discretion, may interview none, one, some or all of the Proposers who submit proposals.

Any proposers selected for an interview will be notified during the month of September, 2015 and a time and date for an interview will be scheduled at a mutually convenient date/time.

14. DISCUSSIONS AND NEGOTIATIONS

The City, in its sole discretion, may do any or all of the following:

- evaluate Proposals and award a contract with or without discussions or negotiations with any or all of the Proposers;
- discuss and negotiate anything and everything with any Proposer or Proposers at any time;

- request additional information from any or all Proposers;
- request a Proposer or Proposers to submit a new Proposal;
- request one or more best and final proposals from any or all Proposers;
- accept any Proposal in whole or in part;
- recommend an alternate project(s) in case negotiations with the first developer are not successfully culminated;
- require a Proposer to make modifications to their initial Proposals;
- make a partial award to any or all Proposers;
- make a multiple award to any or all of Proposers;
- terminate this RFP, and reissue an amended RFP.

15. PROPOSAL MUST REMAIN FIRM IRREVOCABLE OFFER TO CITY FOR 180 DAYS

- By submitting a proposal to the City, Proposer agrees that Proposer's Proposal shall constitute a firm irrevocable offer to the City that Proposer shall not withdraw or modify without the City's approval for one hundred eighty (180) days after the proposal due date. Proposer agrees that even if the City negotiates or makes a counter offer to Proposer on Proposer's original Proposal or any subsequent Proposal submitted by Proposer to the City, Proposer hereby grants to the City, in the City's sole discretion, the unconditional right for the City to accept Proposer's original Proposal and the City's negotiation or counter offer shall not be deemed to be a counter offer.
- After one hundred eighty (180) days, the City can accept any proposal or subsequent proposals from any Proposer with the consent of the Proposer at any time and regardless of the length of time that has passed from the proposal due date.

16. SELECTION

The City may select any proposal that in the City's sole judgment the City determines to be the best proposal or no proposal at all. Section 432.070, RSMo requires the City to have a written executed contract signed by both parties prior to anyone performing services or providing any goods, supplies, materials or equipment to the City.

The written executed contract must also comply with the City Charter and City Ordinances.

This means that a proposer does not have a contract with the City until a written contract is *executed*. A contract is *executed* when all of the following have occurred: (1) the City Council authorizes the execution of a contract with the Proposer (if City Council approval is requested by City staff or is required by City Ordinance); (2) persons with actual authority to bind both the City and the Proposer execute the contract; (3) the contract is approved by the Law Department; (4) the City issues a purchase order to the Contractor with the Director of Finance's certification of availability of funds for the contract; and (5) any other required step.

A Proposer does not have a contract with the City until all the steps are completed. If the City does not

complete all required steps, there is no contract between the City and the Proposer and the City has absolutely no contractual or financial obligation to any Proposer regardless of the amount of time, effort and money spent by the Proposer responding to the RFP and attempting to negotiate and obtain a contract with the City.

17. REJECTION OF PROPOSALS

The City reserves the unconditional right to reject any or all proposals received in response to this RFP at any time prior to the City executing a contract that meets the requirements of Section 432.070, RSMo, the City Charter and all applicable City Ordinances.

18. WAIVER OF ORDINANCES, REGULATIONS AND RFP REQUIREMENTS

- The City, at any time, may waive any requirements imposed in this RFP or by any City regulation.
- The City may waive any requirement imposed by the City's Code of Ordinances when failure to grant the waiver will result in an increased cost to the City and the requirement waived would be waived for all Proposers for this RFP and it is in the best interest of the City to grant the waiver.

19. LATE PROPOSALS

Submission after the due date at 11:59pm (Central time) is not allowed. You will receive an email confirmation from the RFP 365 system upon submission. The City, in its sole discretion, may consider proposals received by the City after the proposal due date.

20. CHANGES IN THE RFP

- After this RFP is issued, the City, in its sole discretion, may change everything or anything contained in this RFP at any time including after the Proposal due date. If the change is prior to the proposal due date, the City reserves the right, when considered necessary or appropriate, to modify this RFP.
- If the City shall amend the RFP after the proposal due date, the City may, in its sole discretion, solicit new proposals in an amended RFP from anyone or everyone regardless whether a person submitted a proposal in response to the original RFP.

21. CHANGES IN EXECUTED CONTRACT AND ADDITIONAL WORK

- After the City executes a contract in accordance with the requirements of Section 432.070, RSMo, the City Charter and City Ordinances, the City may, in its sole discretion, amend the contract to change anything or everything associated with the contract as long as such change is in the interest of the City and as long as the Contractor agrees to the change.
- The City, in its sole discretion, may award additional contracts for related work or subsequent Project phases to the selected Contractor.
- The City, in its sole discretion, may extend the term of the contract with the selected Contractor notwithstanding the expiration of the initial term or any subsequent term or all options to renew, until the City has a new contract in place with either Proposer or another provider or until the City terminates the Contract.

22. PROPOSER SOLELY RESPONSIBLE FOR ALL COSTS

Regardless of the amount of time, effort, cost and expense incurred by a Proposer in Proposer's attempt to win this City contract, Proposer agrees that Proposer shall be solely responsible and liable for any and all costs incurred by Proposer.

The City shall have no liability or responsibility for any of Proposer's costs or expenses. The City shall make best faith efforts to minimize the time, cost, effort and expense incurred by Proposers through the use of electronic submittals and limitations on required travel.

23. OWNERSHIP OF PROPOSALS

By submitting its Proposal, Proposer hereby agrees that Proposer's Proposal and any supplementary material submitted by the Proposer shall become property of the City.

24. DISCLOSURE OF PROPRIETARY INFORMATION

- A Proposer may attempt to restrict the disclosure of scientific and technological innovations in which the Proposer has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in the Proposal by marking each response of each such document prominently with the words "Proprietary Information";
- After either a contract is executed pursuant to the RFP, or all submittals are rejected, if access to documents marked "Proprietary Information", as provided above, is requested under the Missouri Sunshine Law, the City will notify the Proposer of the request, and it shall be the burden of the Proposer to establish that such documents are exempt from disclosure under the law.
- If the Proposer elects to challenge a formal request for such information made to the City and if the Proposer is unsuccessful in keeping such information closed, the Proposer shall pay for any and all costs, attorney fees and fines that are a result of Proposer's attempt to keep the information closed.

- Notwithstanding the foregoing, in response to a formal request for information, the City reserves the right to release any documents if the City determines that such information is a public record pursuant to the Missouri Sunshine Law. The City shall have no liability to any Proposer or anyone else for releasing any Proprietary Information of a Proposer even if the City is negligent in releasing or disclosing any Proprietary Information of any Proposer.

25. CLOSED RECORDS

All Proposals including interviews, presentations and documents, and meetings relating thereto may remain closed records or meetings under the Missouri Sunshine Law until a contract is executed or until all Proposals are rejected by the City. If the City amends this RFP, Proposals submitted in response to the original RFP may remain closed records until a contract is executed or all proposals submitted in response to the amended RFP are rejected.

Proposals shall remain closed records even if the City mistakenly informs all Proposers that it is rejecting any and all Proposals prior to amending the RFP as long as the City intends to amend the RFP and re-solicit Proposals.

26. AFFIRMATIVE ACTION

It is the policy of the City that any person or entity entering into a contract with the City, will employ applicants and treat employees equally without regard to their race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age.

The City's Affirmative Action ordinance requires that any person or entity who employs fifty (50) or more persons and is awarded a contract from the City totaling more than \$300,000.00 must:

- Execute and submit an affidavit, in a form prescribed by the City, warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the contract.
- Submit, in print or electronic format, a copy of the Contractor's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years.
- Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or

electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.

If you have any questions regarding the City's Affirmative Action requirements, please contact HRD at (816) 513-1836 or visit the City's website: <http://www.kcmo.gov>

27. TAX CLEARANCE FOR CITY

Prior to the City making the first payment under any contract or contract renewal term, Contractor must provide a tax clearance letter from the City's Commissioner of Revenue dated not more than ninety (90) days from the date of submission. Proposers may obtain this tax clearance letter from the City's Revenue Division at (816) 513-1135 or (816) 513-1089.

28. INDEMNIFICATION

The City's standard contract requires that the Contractor shall indemnify, defend and hold harmless the City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with the contract, caused in whole or in part by Contractor, its employees, agents, or Subcontractors, or caused by others for whom Contractor is liable, including negligent acts or omissions of the City, its agencies, officials, officers, or employees. The contract requires Contractor to obtain specified limits of insurance to insure the indemnity obligation. **Contractor has the opportunity to recover the cost of the required insurance in the Contract Price by including the cost of that insurance in the Proposal.**

29. MISSOURI SECRETARY OF STATE BUSINESS ENTITY REGISTRATION

Prior to execution of a contract with the City, the apparent successful Proposer must submit a current copy of Proposer's Certificate of Good Standing from the Missouri Secretary of State's website: <http://www.sos.mo.gov>

30. CITY OF KANSAS CITY MISSOURI BUSINESS LICENSE

Prior to execution of a contract with the City, the apparent successful Proposer must submit a current copy of Proposer's valid business license.

Proposers may obtain this business license from the City's Revenue Division/Business License section at

(816) 513-1135 or visit the City's website. <http://www.kcmo.gov>

31. PROHIBITED ACTIVITIES BY FORMER CITY EMPLOYEES AND OFFICIALS

Section 2-1018 of the City's Code prohibits former elected City officials and former executive or administrative employees of the City from trying to influence a decision of the City on behalf of an employer or client for one (1) year after that former employee or official leaves the City's employ. By submitting a Proposal, Proposer affirms that Proposer and its team members and employees are in compliance with the requirements of Section 2-1018. Failure to comply with the requirements of Section 2-1018 may cause the Proposal to be rejected.

32. MBE/WBE GOALS

The City desires that Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) have a maximum opportunity to participate in the performance of this contract. Due to the unique nature of this solicitation, the City has not set a specific goal for MBE or WBE participation in this proposal. Nevertheless, proposers are required to make and provide documentation of its best faith efforts to utilize certified MBEs and WBEs in the performance of this contract in accordance with the requirements specified in the attached HRD Forms and Instructions. The City's Human Relations Department will establish MWBE goals once a final Proposer has been selected. Failure of a Proposer to make best faith efforts to utilize MBEs and WBEs in accordance with the City's requirements will result in the proposal being found nonresponsive. Proposers must complete HRD Form 13 Affidavit of Intended Utilization and attach it to this RFP response. The City of Kansas City, Missouri has a list of City Certified MBEs/WBEs at <http://kcmo.org/CKCMO/Depts/CityManagersOffice/HumanRelationsDivision/DisadvantagedMinorityandWomenBusinessEnterpriseSection/index.htm> (click on the "DMWBE Directory Search"). Please contact the City's Human Relations Department at 816-513-1836 for assistance on any aspect of the MBE/WBE program.

33. WAIVER OF MBE/WBE REQUIREMENTS

The City Council, in its sole discretion, may waive any and all MBE/WBE requirements imposed by this solicitation and any Proposal Documents or the MBE/WBE Ordinance, and award the contract to the best Proposer if the City Council determines a waiver is in the best interests of the City.

34. MBE/WBE PARTICIPATION

The City of Kansas City, Missouri desires that Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) have a maximum opportunity to participate in the performance of City contracts whenever it is feasible.

If it is feasible for a Proposer to subcontract any of the work or supplies necessary to perform this contract, the City encourages Proposers to solicit certified MBEs and WBEs for the necessary work or supplies.

35. SITE INSPECTION

When: Wednesday, June 17, 2015 starting at 9AM

Where: Kemper Arena, 1800 Genessee Street, Kansas City, MO 64102

The site inspection will begin at the Arena's north entrance. Parking is available in the lot adjacent to the north arena entrance.

For persons with disabilities needing reasonable accommodations, please contact Oscar McGaskey or Dean Barrett at 816-513-5050. If you need to use the Relay Service, please dial 711.

II. Project Background

Background/Context

Once home to the Kansas City King's NBA team and the Kansas City Scouts NHL team, Kemper Arena served as the City's primary multi-purpose indoor event space until the construction of the Sprint Arena in downtown Kansas City, Missouri in 2007. Originally constructed in 1974, the 17,500 seat indoor multi-purpose arena was expanded in 1997 to add a new enclosed east lobby, upgraded lower-level seating, four additional restrooms, a handicapped accessible entrance to the arena and 2,000 additional seats, bringing its total capacity to 19,500 seats. These improvements were funded through a bond issuance with an annual debt service obligation which is set to mature in April 2016. In addition, the City currently expends an estimated 2 million dollars annually to maintain the facility for its current limited utilization and has a 10 million dollar backlog of deferred maintenance, which the City has been unable to fund.

Redevelopment Site

The Kemper Arena redevelopment site incorporates 10 +/- acres of land generally bounded by American Royal Drive and West 17th Street to the north, the Kemper Arena grounds surface parking lot to the east, American Royal Court to the south and American Royal Drive to the west. It is located within the Greater Downtown Area Plan (GDAP) planning area and the West Bottoms Planned Industrial Expansion Area (PIEA) and is immediately adjacent to the American Royal Complex, a facility used by the American Royal Association for horse, cattle, and agricultural related shows, rodeos and events.

Historic West Bottoms and Stockyards District

The Historic West Bottoms is a unique area within Kansas City posing a number of land use challenges. While the West Bottoms is physically close to the Kaw River, and other commercial centers such as the River Market, Central Business District, and Crossroads areas of Kansas City (which have witnessed

development and redevelopment activity over the last 15 years), development has been slow to come to the area. Some of the issues limiting development activity include a significant grade differential from the rest of downtown which limits access to the area which is achieved through a system of viaducts.

The area was originally home to the City's livestock and meat packing industries, as well as a large rail and industrial component. As the livestock industry waned and industrial production methods moved away from multi-story buildings to single story facilities, economic activity left the area.

Today the area is home to a mix of large under-utilized potentially historic buildings, modern industrial facilities, public facilities including the Kemper Arena and the American Royal Complex, vacant land, public sanitary sewer plants, correctional facilities, and a number of recent redevelopments of older buildings. Aside from the public holdings, there are several property owners with significant holdings and redevelopment plans. Additionally, there are infrastructure issues relating to sewer capacity and access, and the area is bisected by the state line dividing the area into Kansas and Missouri portions.

Historically, the area has also been prone to severe flooding, which has been addressed through the enhancement of the city's levee system over the past 10-15 years. Although the fear of future flooding may create a psychological barrier to investment for some, development interest in the area is increasing as evidenced by several recent proposals for mixed use residential development south of 12th Street. The challenges facing the Historic West Bottoms include:

- How to blend the various redevelopment plans of multiple property owners into a viable and sustainable portion of the City
- How to redevelop historic industrial buildings into a commercial and residential mix.
- How to maximize the redevelopment potential of public land that will come available once Kemper Arena is closed and potentially demolished
- How to blend a new development pattern and "theme" into an area divided by active rail lines, major viaducts, and negative land uses
- How to accomplish this redevelopment in a bi-state cooperative manner

Site Access

Vehicular transportation is the primary mode for accessing the Kemper Arena site. The arena is located just south of I-670 and west of I-35. Interchanges on both of these interstates lead to the West Bottoms area with a less than 1 mile drive to the Arena site. Several additional local access roads supplement the interstate access to Kemper Arena. Kansas City Terminal Railroad Tracks are located approximately 1/4 mile to the east of the site and carry freight traffic. Kansas City's Downtown Airport is located within a 15 minute drive north of the Kemper Arena site. Kansas City Area Transportation Authority (KCATA) route numbers 102 and 109 provides local bus service to the site.

Adjacent Uses

To the north - Several different uses are north of the Kemper Arena site including: the City-owned West Bottoms Parking Garage with 975 spaces, The Livestock Exchange Building and its surface parking lot at the northwest corner of Genessee Street and West 17th Street, and a row of mixed use buildings located along Genessee Street opposite the Livestock Exchange Building parking lot.

To the east - A 365 space surface parking lot serving both the Kemper Arena and the American Royal Complex. (see below for more details on the American Royal complex)

To the south - The American Royal Complex, a series of buildings on City-owned property that provide facilities for equestrian events, trade shows, and offices for the American Royal Association ("American Royal"), an organization dating back to 1899. Along the south side of Kemper Arena there is a covered walkway that connects it to the Governor's Exposition Building of the American Royal Complex. A lease agreement exists between the City and the American Royal regarding the use and upkeep of these facilities. The City's lease agreement with the American Royal allows the American Royal to use Kemper Arena and the parking lots for 20 days a year with at least three months advance notice to the City and for the American Royal Barbecue. Each day the building is used by the American Royal as an event day, move-in/move-out day or dark day would be considered a separate day for calculating the twenty days. However, the American Royal is moving the American Royal Barbecue to the Truman Sports complex in 2015 stating that the barbecue had outgrown its space at the American Royal Complex and at the Kemper Arena with the increasing number of participants. Additionally, the American Royal has only scheduled the Kemper Arena for two events in 2015. This lease agreement does not expire until October 15, 2045. Respondents to this RFP must indicate the degree to which they are able to meet the American Royal Association's current guaranteed access to Kemper Arena or identify potential alternatives for the satisfaction of this agreement.

To the west - Across American Royal drive to the west of the Kemper Arena site is the Kansas / Missouri state line and the levee along the eastern bank of the Kansas River.

Project Vision

To identify a financial viable redevelopment use for the current Kemper Arena facility and/or site that:

- Increases linkage between the American Royal Complex and the adjoining Stockyards and Historic West Bottoms Districts.
- Facilitates improved connectivity between the site and the river as well as the two downtowns on its east and west sides (Kansas City, Missouri and Kansas City, Kansas).
- Ensures sustainable year round utilization of private and public properties within the district that encourage stable and reliable economic growth for the area.
- Encourages activities that integrate with and do not conflict with other development efforts, tourism activities, or economic investments of the City
- Improves access to and utilization of the riverfront (Kaw River) as an activity center
- Honors the historic and economic significance of the City's agricultural roots, development of the stockyards, access to the river, but looks to the future economic opportunities of these industries in terms of real estate development, technology, and commerce.
- Redevelops the Kemper Arena site as a catalyst or in conjunction with broader redevelopment opportunities within the area.

Project Outcome

The purpose of this Request for Proposal (RFP) solicitation is to select a qualified proposer or proposal

team with proven experience, financial resources, and professional expertise to present a high quality financially feasible redevelopment proposal for the facility and/or site. The City will consider commercial, residential, office, retail, recreational facilities or any other development that contributes to the West Bottoms neighborhood and the betterment of Kansas City, Missouri. Proposals will be accepted for either the reuse or redevelopment of the site and/or facility or any combination thereof.

Additional Project Considerations

Historic Significance of Kemper Arena

Designed by architect Helmut Jahn, Kemper Arena features a "space frame" support system and is currently under consideration for listing on the National Register of Historic Places by the National Parks Service. There is a contingency of stakeholders who believe that Kemper Arena is of historical significance and should be preserved, while others in the community feel that it is incompatible with the historic character of the rest of the West Bottoms.

Parking

The Kemper Arena redevelopment site features a surface parking lot on the north side of the arena that accommodates 153 spaces. Additional parking that is currently used by the American Royal for events that is adjacent to the site includes the West American Court Lot (24 spaces), East American Royal Court Lot (365 spaces), and the West Bottoms Garage (995 spaces).

Utilities

Water service, sanitary sewer, storm sewer and fire hydrant lines ring the perimeter of Kemper Arena. Electrical and gas service feed to the site as well.

Environmental

The redevelopment site (along with the entirety of the West Bottoms area) is within a primary floodplain of the Kansas River.

Zoning

The project site is currently zoned as M3-5 (which supports manufacturing uses of a greater intensity). However, it is anticipated the site would be rezoned to an Urban Redevelopment District (URD) to promote its redevelopment and ensure that the purposes of approved redevelopment plans can be realized. Development standards and uses must be in conformance with the approved area plan and be compatible with the characteristics of the surrounding area.

Future Land Use and Planning Guidance

The project area is referenced in a number of significant public and private plans that the potential developer should consider in their response. These plans include, but are not limited to:

- [The Greater Downtown Area Plan \(2010\)](#)
- [Kansas City Design Center- Reframing the City: A Vision for the West Bottoms \(2011\) Part 1](#)
- [Kansas City Design Center- Reframing the City: A Vision for the West Bottoms \(2011\) Part 2](#)

- [Urban Land Institute - Daniel Rose Fellowship: Redeveloping the West Bottoms \(2011-2012\)](#)
- [Bike KC Plan \(2012\)](#)

Click the above titles to view referenced documents.

Due Diligence

Information contained within this RFP is presented as "to the best of our knowledge". Respondents to the RFP are responsible for obtaining all relevant information and base their decisions upon their independent due diligence and not exclusively from information contained herein.

III. Business/Firm Profile and Legal Structure

Please prepare responses for each of the following in the space provided:

1. Legal Name, address, phone, fax, e-mail, Federal ID#, and website address.
2. Brief history of business/firm including date the business/firm was established under the current name.
3. List all services provided by the business/firm.
4. Number of total employees including number of total employees in Kansas City, Missouri and number of employees in Greater Kansas City Area.
5. Type of ownership, or legal structure of business/firm.
6. Has the business/firm ever failed to complete work for which a development contract was executed? If yes, explain the circumstances.
7. Are there any civil or criminal actions pending against the business/firm or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?
8. Provide a brief history of the business/firm's contractual litigation, arbitration, and mediation cases for the last five (5) years that are material and relevant to this contract.
9. Has the business/firm ever been disqualified from working for the City or any other public entity? If yes, explain the circumstances.
10. Proof of financial capacity to perform this contract such as Dun and Bradstreet, audited financial statements, bonding capacity.

IV. Experience

Describe the five (5) most relevant or comparable developments completed by your business/firm during the past five (5) years.

For each listed development, provide a narrative that includes:

- the assigned project personnel
- development scope
- development cost
- the contracting entity's contact person, e-mail address, cell phone number, and telephone number
- summary of how your business/firm delivered services
- pricing and contractual compensation terms

V. Management

Please prepare responses for each of the following in the space provided:

1. Please provide listing of all partners and their respective roles.
2. The proposed capital ownership structure.
3. Project capital sources and uses.
4. Provide an organizational chart for the assigned staff.

VI. Development Approach

Please prepare responses for each of the following in the space provided:

1. A preliminary site program and design demonstrating a development that addresses the issues detailed throughout this RFP. Proposals that do not achieve each component of the program must include a detailed explanation of such deviation.
2. Proposers shall provide a description of and conceptual drawings for their proposed development program inclusive of, but not limited to, the following: total gross building area, footprint of specific uses, description of appropriate urban design elements including street level pedestrian orientation/activation and connections to adjacent downtown districts.
3. Highlight unique services and management tools and indicate the benefits of them to the City. What makes your business/firm better than the competition?
4. State approximate date your team is available to begin work on the project.

5. Discuss your transition plan to begin providing services.
6. Although there is no obligation to do so, each Proposer should feel free to provide a description of other factors not accounted for in the RFP that will underscore the Proposer qualifications to undertake the project and what is “unique” about their redevelopment concept.

VII. References

Proposers are required to provide three (3) client references, including contact information, for similar projects that the Proposer has completed within the past five (5) years.

It is preferred that at least one (1) client reference be a government sector client.

VIII. Sustainability

The City has adopted an overall policy supporting a greater use of "green solutions" or enhanced sustainability measures that consider environmental quality, social equity and economic vitality. In order to minimize waste, enhance efficiencies, and achieve multiple benefits and project synergies, all City developments must identify opportunities for sustainability improvements and implement those improvements when financially reasonable and operationally practical.

Incorporate sustainability and efficiency into the planning, design, construction, operation and maintenance of the project. Highlight each component of the project that you feel deserves consideration in this context, and demonstrate how sustainability and efficiency are integrated into the plan.

If it is not possible to comprehensively integrate significant sustainability measures, then highlight elements you feel deserve consideration in this context.

1. Include a concise summary of your company's policies, strategies, and actions that demonstrate your philosophy and commitment to sustainability.
2. Describe how your Development will address the established City policies referenced in this RFP specific to the project or service on which you are proposing.

IX. Development Finance Information

All proposers shall submit a preliminary financial proposal consistent with the issues detailed throughout this RFP. Proposals shall include, but shall not necessarily be limited to:

1. 10 year operations pro forma

2. 10 year cash flow pro forma
3. Term sheets for all debt and equity to be secured by private financing.
4. Evidence of the Proposer ability to obtain or provide the necessary financing proposed. Proposals should secure the participation of financial institutions in the preparation and submission of the RFP response.
5. A description of how the Proposer will secure the completion of the project to the satisfaction of the City. For example, completion guarantees, surety bonds, letters or credit, etc.
6. Cash Flow: As stated above, every response should include a 10 year cash flow statement and should detail all sources and uses of cash including distributable income. All entities that are to receive distributions should be identified.
7. A preliminary development budget detailing both soft and hard cost.
8. As stated above, financial Information should include term sheets for all sources, types and terms of anticipated financing, construction and permanent, debt and equity. Proposers with letters from lenders and, if applicable, equity investors, stating an intention to provide funding will be viewed as more favorable.
9. All firms are required to permit City to inspect and examine their financial statements. Each firm shall submit its audited financial statements for the number of years required by this RFP, in the form of its: (1) balance sheets, income statements, and annual reports; (2) tax returns; or (3) SEC filings. If a firm is privately held and asserts that any of its financial statements are confidential trade secret information, the firm shall make those statements which it asserts are confidential available in Kansas City, MO, for inspection and examination by the appropriate City staff or City advisors or consultants prior to evaluation rating or no later than the time specified in writing by City.

X. Incentives and Other Costs

- Proposers shall clearly detail type, amount(s), and structure of any/all required public incentives.
- Each proposal must demonstrate its financial feasibility and economic viability. Subject to demonstrated evidence that financial assistance is needed, the City may consider Proposals that require incentives of some yet to be defined type. However, Proposals that do not require any assistance or incentives of any kind, or Proposals that reduce necessary credit support/enhancements through creative financial and ownership structures, will be viewed as more favorable.

XI. Environmental Information

The property offered for sale will be sold on an "AS IS" basis to the successful bidder. No real estate commissions will be paid by the City and the City reserves the right to reject any and all Proposals. The

successful Proposer will be subject to confirmation by the City Council. In the event of sale, the property will be conveyed to the successful bidder by Special Warranty Deed. Any title evidence which may be desired by the successful bidder will be procured by buyer at buyer's sole cost and expense. The successful Proposer is responsible for closing costs for this transaction and shall obtain at buyer's own expense and affix to all instruments of conveyance, such revenue and documentary stamps as may be required by Federal or local law.

Proposals must be submitted through RFP365.com